

# COTTONWOOD HEIGHTS

RESOLUTION NO. 2012-07

## A RESOLUTION APPROVING A PROFESSIONAL SERVICES AGREEMENT WITH GREG J. CURTIS D/B/A CURTIS CONSULTING (2012)

**WHEREAS**, the city council (the "*Council*") of the city of Cottonwood Heights (the "*City*") met in regular session on 28 February 2012 to consider, among other things, approving a professional services agreement (the "*Agreement*") with Greg J. Curtis d/b/a Curtis Consulting ("*Mr. Curtis*") whereunder Mr. Curtis would provide state legislative consulting, lobbyist and related services to the City for ten months during 2012; and

**WHEREAS**, the Council has reviewed the form of the Agreement, a photocopy of which is annexed hereto; and

**WHEREAS**, after careful consideration, the Council has determined that it is in the best interests of the health, safety and welfare of the citizens of the City to approve the City's entry into the Agreement as proposed;

**NOW, THEREFORE, BE IT RESOLVED** by the Cottonwood Heights city council that the attached Agreement is hereby approved, and that the City's mayor and recorder are authorized and directed to execute and deliver the Agreement on behalf of the City.

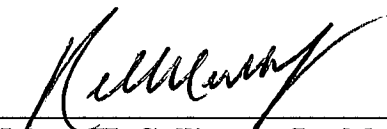
This Resolution, assigned no. 2012-07, shall take effect immediately upon passage.

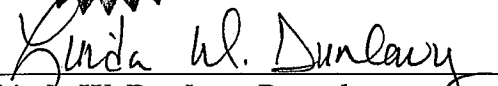
**PASSED AND APPROVED** effective 28 February 2012.

**COTTONWOOD HEIGHTS CITY COUNCIL**



By

  
Kelvyn H. Cullimore, Jr., Mayor

  
Linda W. Dunlavy, Recorder

**VOTING:**

Kelvyn H. Cullimore, Jr.	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael L. Shelton	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
J. Scott Bracken	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Michael J. Peterson	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>
Tee W. Tyler	Yea <input checked="" type="checkbox"/>	Nay <input type="checkbox"/>

**DEPOSITED** in the office of the City Recorder this 28<sup>th</sup> day of February 2012.

**RECORDED** this \_\_\_ day of February 2012.

574452.1

## PROFESSIONAL SERVICES AGREEMENT

### BETWEEN

### COTTONWOOD HEIGHTS AND CURTIS CONSULTING

This Professional Services Agreement is effective as of the \_\_\_\_ day of February 2012, by and between Cottonwood Heights, a Utah municipal corporation located at 1265 East Fort Union Blvd, Suite 250, Cottonwood Heights, UT 84047 (hereinafter referred to as "Cottonwood Heights"), and Greg J. Curtis dba Curtis Consulting, a sole proprietor, located at P.O. Box 2084, Sandy, UT 84091 (hereinafter referred to as "Contractor").

**Contractor's Responsibilities.** Contractor shall consult with and advise Cottonwood Heights from time to time at Cottonwood Heights' request and Contractor's reasonable convenience with respect to legislative government affairs and intergovernmental relations. Contractor shall lobby state officials in regards to issues identified by Cottonwood Heights and specifically in regards to Cottonwood Heights' road funding and infrastructure needs. Contractor shall not be required to devote any particular amount of time toward the performance of his duties hereunder; provided, that Contractor shall use his reasonable efforts, and devote sufficient time, to become familiar with and knowledgeable about Cottonwood Heights's legislative priorities and plans and to lobby state officials regarding the same.

**Cottonwood Heights' Responsibilities.** For the purposes described in this Agreement, Cottonwood Heights shall pay Contractor the sum of Twenty Thousand dollars (\$20,000.00) for services rendered. The payment shall be in the form of a two equal payments of ten thousand dollars (\$10,000.00). The first shall be upon execution of this agreement and the second shall be on April 1, 2012. Contractor is an independent contractor and may incur expenses in the performance of his duties. Contractor shall not be reimbursed for expenses which are incurred on behalf of Cottonwood Heights.

**Standards for Services.** Contractor agrees to provide all services in a competent, professional manner, and in full compliance with all applicable laws, rules, regulations, and in accordance with all professional and industry standards applicable.

**Term and Termination.** The term of this Agreement is for an initial period of ten (10) months from the date of this Agreement. Thereafter, the parties agree that this Agreement shall terminate unless mutually extended by both parties.

**Assignment.** Contractor shall not assign any interest in this Agreement and shall not transfer any interest in the same without prior written consent of Cottonwood Heights. Any attempt at assignment of rights under this Agreement except for those specifically consented to by both parties shall be void.

**Modification.** This Agreement may only be modified by a written amendment hereto, executed by both parties.

**Confidential Relationship.** All dealings of the parties hereto are confidential, and no report, data, information or communication developed, prepared or assembled by Contractor hereunder shall be revealed or made available to any person or entity other than Cottonwood Heights without Cottonwood Heights' permission except as provided by law. Should any request be made of Contractor for confidential information by a third party, Contractor shall notify Cottonwood Heights

in writing immediately, and shall cooperate with Cottonwood Heights in responding to such request.

**Conflict of Interest.** Cottonwood Heights is aware that Contractor represents municipalities on legislative matters unique to each city. The parties agree that Contractor is free to accept any other employment which does not conflict with their representation of Cottonwood Heights. In the event that such employment, in Cottonwood Heights' opinion, does conflict with Contractor's duties hereunder, and such conflict cannot be resolved to Cottonwood Heights' satisfaction, Cottonwood Heights will have the right to terminate this Agreement upon written notice to Contractor, and the parties agree to then negotiate together with respect to a refund of an appropriate amount of the compensation which has been paid. Contractor agrees that it has a duty to inform Cottonwood Heights of any potential conflicts of interest as soon as possible so that such conflicts can be confronted and resolved.

**Independent Contractor.** No employer/employee relationship is intended by the parties hereto, the relationship of Contractor to Cottonwood Heights being that of independent contractor. Cottonwood Heights will not be required to make payroll deductions or provide worker's compensation insurance or health benefits. Contractor will be responsible for applicable benefits, Federal, State and local employment taxes, social security and Medicare taxes.

**Notices.** All notices that are required to be given by one party to the other under this Agreement shall be in writing and shall be deemed to have been given when delivered personally or three days after being enclosed in a properly addressed envelope and deposited with a United States Post Office for delivery by registered or certified mail and addressed to the parties at the following addresses, unless such addresses are changed by notice, in writing, to the other party:

Cottonwood Heights  
Attention: Mayor Kelvyn Cullimore  
1265 East Fort Union Blvd, Suite 250  
Cottonwood Heights, UT 84047

Curtis Consulting  
Attention: Greg Curtis  
P.O. Box 2084,  
Sandy, UT 84091  
Telephone: (801) 557-3027

**Severability.** If any provision of this Agreement is held to be unenforceable, the remainder of this Agreement shall be severable and not affected thereby.

**Survival.** Contractor shall remain obligated under all clauses of this Agreement which expressly or by their nature extend beyond the term hereof.

**Additional Provisions.** This Agreement shall be governed by the laws of the State of Utah. It constitutes the entire agreement between the parties regarding its subject matter. This Agreement supersedes all proposals, oral or written, and all negotiations, conversations or discussions heretofore and between the parties related to the subject matter of this Agreement.

Executed by Contractor and by Cottonwood Heights on the date and year first above written.

**Cottonwood Heights**

**Curtis Consulting**

By: \_\_\_\_\_  
Kelvyn H. Cullimore, Jr., Mayor

By: \_\_\_\_\_  
Greg Curtis, Principal

Attest: \_\_\_\_\_  
Linda W. Dunlavy, Recorder